

3552

NMFA PROJECT NUMBER: MDA-19/0001

SK PROJECT NUMBER: 103343 TIN MDA Map Production

Moldova – Maps for Sustainable Development

AGREEMENT ON INSTITUTIONAL COOPERATION № 2202280

between


THE AGENCY FOR LAND RELATIONS AND CADASTRE OF MOLDOVA

and

THE NORWEGIAN MAPPING AUTHORITY – STATENS KARTVERK

on the

DEVELOPMENT OF GEOGRAPHICAL NAMES REGISTER FOR MOLDOVA

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	Case no. 2202280	Date: 31.01.2022

Agreement on Institutional Cooperation

on

the development of Geographical Names Register for Moldova

concluded between:

THE AGENCY FOR LAND RELATIONS AND CADASTRE OF MOLDOVA

and

THE NORWEGIAN MAPPING AUTHORITY - STATENS KARTVERK

This Agreement is executed in the English language in three valid originals having equal force shall become effective upon the date of signing, and shall be in full force until all obligations have been fulfilled.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in three originals of which SK, ALRC and INGEOCAD have taken one each.

Place and date:

Oslo, 8.2.22

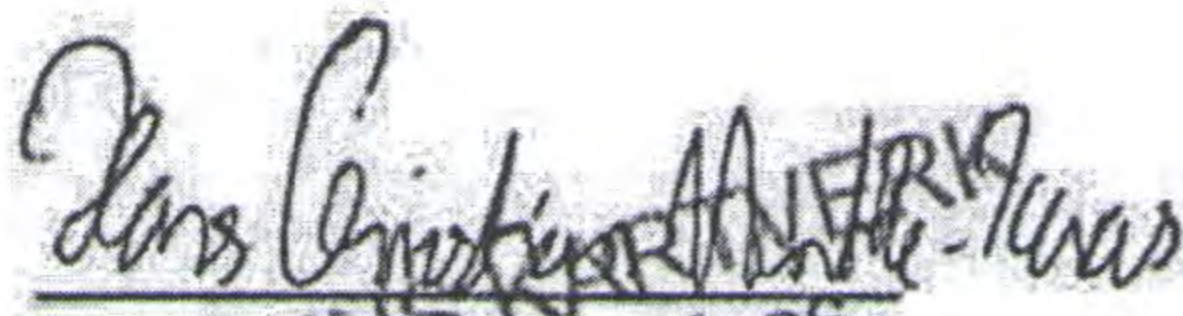
Chisinau, 01.02.2022

SK

ALRC

Hans Christian Munthe-Kaas
Director Global Geodesy

Ştefan Crigan
Vise Director General


STATENS KARTVERK
3507 Hønefoss



Chisinau, 01.02.2022

Co-signing
INGEOCAD

Serghei Nagorneac
Director





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1. PARTIES

This Agreement is made between Statens kartverk – Norwegian Mapping Authority (SK) on the one side, and the Agency for Land Relations and Cadastre of Moldova (ALRC) on the other side.

SK is a national state authority responsible for Norwegian national geographic information, map series and property information.

ALRC is the Moldavian state authority in charge of property registration, cadaster and mapping. ALRC is accountable to the Moldova's government and executes its functions related to geodesy, cartography and geospatial data, through its subordinate institution - the State Enterprise "Institute of Geodesy, Technical Research and Cadastre "INGEOCAD" (INGEOCAD).

The Parties agreed that the production of printed maps and digital copies of maps on Memory Sticks will be done by INGEOCAD. INGEOCAD is therefore co-signing this Agreement.

2. BACKGROUND

The Norwegian Ministry of Foreign Affairs has allocated a grant towards the project MDA 19/0001 - Maps for Sustainable Development. SK implements the project in close cooperation with ALRC. The main project goal is to produce a new nationwide electronic map, which will facilitate better governance, economic growth and implementation of the Sustainable Development Goals in Moldova.

One of the project targets is to establish a database of geographical names at ALRC. Geographical names shall be available in digital form.


The output 1.4 of the project describes the expected result as follows: "Database of geographic names for Moldova developed, and Geographical Names data uploaded".

This agreement concerns the development of the Geographical Names database and an application for registration and maintenance of Geographical Names data.

3. CONTENTS

The Agreement consists of the agreement and the following documents:

- The Agreement (this document)
- Annex 1: Terms of Reference
- Annex 2: Implementation plan
- Annex 3: Project budget
- Annex 4: Amendment template

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4. THE WORK

4.1 Scope of Work

The goal of the institutional cooperation between ALRC and SK is to achieve output 1.4 of the project implementation plan to develop a Database for Geographic Names and upload Geographical Names data.

The work shall be done according to the Terms of Reference provided in Annex 1.

4.2 Time Schedule

The Agreement shall be valid from the date of signing until complete fulfillment of the obligations of the Agreement by the Parties, according to the Implementation plan provided in Annex 2.

4.3 Deliverables

The deliverables are described in the Terms of Reference, Annex 1. All deliverables are subject for approval by ALRC and SK.

5. CONTACT PERSONS

5.1 Contact persons at SK

Emails to the appointed contact persons shall be used for daily communication related to the execution of the Work, if not otherwise agreed upon by the Parties.

Project owner:

Hans Christian Munthe-Kaas, Director, Global Geodesy

Office phone: +47 32118396; mobile: +4741864507;

e-mail: Hans.Christian.Munthe.Kaas@kartverket.no

Project Leader:

Elena Busch, Project Leader

Office phone: +47 32118512; mobile: +47 98435259; e-mail: elena.busch@kartverket.no

Technical Manager:

Constantin Nagorneac

Tel.: +373 69178937; E-mail cnagorneac@gmail.com

5.2 Contact persons at ALRC

Project owner:


Ştefan Crigan, Acting Director General

Tel.: + 373 22 22 05 98; E-mail info@arfc.gov.md

Project manager:

Maria Ovdii, Head of Department, ALRC

Tel.: + 373 22 88 12 55; E-mail maria.ovdii@arfc.gov.md

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5.3 Contact persons at INGEOCAD

Project owner:

Serghei Nagorneac, Director, INGEOCAD

Tel.: + 373 22 88 12 01; E-mail snagorneac@ingeocad.md

Production and delivery manager:

Svetlana Zaharchina, Head of Photogrammetric and Mapping Department, INGEOCAD

Tel.: + 373 22 88 12 40; E-mail szaharchina@ingeocad.md

6. GENERAL PROVISIONS

6.1 Language of Documents

The language of the Agreement as well as of all documents related to the execution of the project shall be English, unless otherwise stated in this Agreement or agreed between the Parties during the execution of the Work.

6.2 Authorized Representatives


For changes or amendments of the Agreement:

- The authorised representative of SK shall be the Director General or his designated representative.
- The authorised representative of ALRC shall be the Director General of the ALRC or his designated representative.
- The authorised representative of INGEOCAD shall be the Director of INGEOCAD or his designated representative

6.3 Notices or Requests

Notices or requests are deemed to be duly given or made when they have been delivered in writing to the following addresses:

- To SK:
 - Statens kartverk,
 - NO-3507 Hønefoss, Norway
 - Att.: Elena Busch with reference LIN12020
 - E-mail: post@kartverket.no with copy to elena.busch@kartverket.no
- To ALRC:
 - MD-2004, 48 Serghei Lazo str., Chisinau, Moldova;
 - Att.: Maria Ovdii
 - E-mail: maria.ovdii@arfc.gov.md
- To INGEOCAD:
 - MD-2004, 48 Serghei Lazo str., Chisinau, Moldova;
 - Att.: Serghei Nagorneac
 - E-mail: snagorneac@ingeocad.md

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7. LIABILITY

7.1 Role of SK

SK is the legally binding party on the contracting side and is responsible for all payments. SK will assist ALRC with quality control of the deliverables under this agreement.

7.2 Role of ALRC

ALRC is the recipient and the sole owner of the project results. ALRC is as well responsible to approve the deliveries before SK will execute related payments.

7.3 Role of INGEOCAD

INGEOCAD carries full responsibility for the Work described in Chapter 4.

8. PRICE

SK and ALRC agreed that INGEOCAD will be paid for the deliverables as stipulated in the Project Budget. The agreed contract amount is NOK 294 000 and specified in Annex 3.

The amount includes all related costs – office facilities and supplies at INGEOCAD' office, phone, Internet, etc. The development team members shall use PCs, network equipment and production environment at INGEOCAD.

INGEOCAD is responsible for payment of all taxes and fees according to applicable regulation in Moldova.

The payments to INGEOCAD is entitled to submit invoices. Invoices are subject for SK approval. Time logs shall be documented using Daily Work Distribution form, provided by SK.

NAPR shall send monthly invoices in electronic format to SK elena.busch@kartverket.no with reference to Elena Busch/50391, agreement no. 103343-2202280. Invoices shall be numbered, dated and specified with a due payment date agreed between SK and NAPR.

The agreed contract amount shall be transferred to INGEOCAD account in EUR.

SK shall make transfer through their bank Nordea, which in turn shall determine the exchange rate in euro as per transaction date. The exchange rate will be based on the exchange rate of the Central Bank of Norway.


9. COPYRIGHT AND RIGHT OF OWNERSHIP

The right of ownership, the copyright and all other relevant rights, including all other relevant intellectual property rights, associated with the outcome of the project shall accrue to ALRC when payment has been made, unless subject to any limitations laid down by other agreements or by mandatory law.

These rights also include the right to changes and the right to further assignment, cf. section 39b of the Act No. 2 of 12 May 1961 relating to Copyright in Literary, Scientific and Artistic Works, etc. (the Copyright Act).

10. AMENDMENTS

Amendments to this Agreement shall be handled using a template in Annex 4, be numbered and duly signed.

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11. TERMINATION

Unless otherwise agreed, the one Party is entitled to terminate the Agreement with immediate effect by notifying the other Party when the other Party is in substantial breach of the Agreement.

SK shall with 30 days notice have the right to terminate the Agreement in whole or in part by written notice to ALRC.

The termination notice shall

- State the reasons for the termination,
- State the date on which the termination will take effect, and
- Instruct the Contractor how to proceed in the circumstances.

In the case where the termination is not caused by a breach of the Agreement by ALRC or INGEOCAD, SK shall pay to INGEOCAD:

- The unpaid balance due to INGEOCAD for that part of the Work already performed;
- All documented necessary termination charges and administration costs incurred by INGEOCAD in connection with the termination.

12. FORCE MAJEURE

In the event of any delay in performance by either Party, due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts beyond the reasonable control of such Party, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof. The performance of such obligation by the Party affected thereby shall be suspended during such delay.

Upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected Party shall immediately rectify such delay in performance. If such delay pertains to a material obligation of the Party affected and such delay exceed 6 (six) months, either Party shall be entitled to terminate this Agreement by written notice to the other.

13. ASSIGNMENT

The Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Party.

14. CHOICE OF LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed exclusively in accordance with Norwegian law.

Any disputes arising concerning the work of INGEOCAD shall be attempted resolved by negotiations between the parties with the purpose of securing a successful implementation of the project. If such negotiations fail to resolve the dispute within 3 months, then either of the Parties may demand that the matter shall be resolved with final effect by Norwegian courts.

Correct legal venue is the City Court of Oslo, Norway.